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17 *Counsel for Plaintiff*

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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

19
 20 IN RE: UBER TECHNOLOGIES, INC.,
 21 PASSENGER SEXUAL ASSAULT
 22 LITIGATION

23 MDL No. 3084 CRB

24
DECLARATION OF RACHEL B.
ABRAMS IN SUPPORT OF MOTION TO
WITHDRAW AS COUNSEL FOR
PLAINTIFF I.A.

25 This Document Relates to:

26
 27 *I.A. v. Uber Technologies, Inc., et al;*
 28 *3:25-cv-00822-CRB*

29 I, Rachel B. Abrams, declare:

- 30
 31 1. I am an attorney in the law firm of Peiffer Wolf Carr Kane Conway and Wise, LLP. I am
 32 admitted to practice before this Court. I make this declaration based on my own personal
 33 knowledge. If called upon to testify, I could and would testify competently to the truth
 34 of the matters stated herein:
 35
 36 2. Plaintiff I.A. has not responded to any efforts to reach her made by myself or my staff
 37 since November 12, 2024. Additionally, Plaintiff I.A. has been unable to provide Peiffer
 38 Wolf with adequate information to substantiate her case and fulfill her discovery
 39 obligations.

- 1 3. Plaintiff I.A.'s failure to communicate with and provide sufficient information to our
- 2 firm has presented a circumstance covered by Rule 1.16(b)(4) of the California Rules of
- 3 Professional Conduct. We are unable to meet discovery deadlines and otherwise
- 4 prosecute her case without her input. It is my opinion that our withdrawal from the case
- 5 has become necessary.
- 6 4. Under the California Rules of Professional Conduct 1.16(d), my firm has taken all
- 7 reasonably available steps to avoid prejudice to the rights of Plaintiff I.A. ("Plaintiff").
- 8 5. Plaintiff has failed to properly communicate with our office throughout her
- 9 representation.
 - 10 a. On February 16, 2023, Plaintiff retained Peiffer Wolf as legal counsel.
 - 11 b. Between February 16, 2023 and September 15, 2025, Plaintiff received
12 numerous emails, text messages, telephone calls, and voice messages requesting
13 that she contact our office. These communications included twenty-six (26)
14 unsuccessful phone calls where voice messages could not be left, six (6)
15 unsuccessful phone calls with voice messages, nine (9) unanswered text
16 messages, and seventeen (17) unanswered e-mails.
 - 17 c. During the aforementioned time period, our office and staff was in the process of
18 collecting intake information from Plaintiff about her claim.
 - 19 d. Plaintiff only contacted, or responded to contact attempts by, our office on two
20 (2) occasions during that time period.
 - 21 e. On January 24, 2025, as Plaintiff's case was filed in the MDL, our office began
22 contacting Plaintiff informing her of her discovery obligations and the Plaintiff
23 Fact Sheet requirements.
 - 24 f. Peiffer Wolf submitted Plaintiff's Uber Ride Information Form and Plaintiff Fact
25 Sheet with the information provided by Plaintiff.
 - 26 g. On June 1, 2025, Uber's counsel informed our firm of an inconsistency between
27 Uber's records and Plaintiff's discovery submissions.
 - 28 h. Between June 1, 2025 and to this day, these communications to Plaintiff included

1 two (2) unsuccessful phone calls with voice messages, two (2) e-mails, and one
2 (1) letter. In these communications, we repeatedly explained the need for her
3 continued participation in the case, the risk that her case may be dismissed, and
4 that we would need to withdraw as counsel if she did not contact our office.

- 5 i. Between June 1, 2025 and to this day, Plaintiff never responded to any contact
6 attempts.
7 j. On September 5, 2025, we sent Plaintiff a letter by U.S. certified mail explaining
8 that if she did not contact our firm by September 12, 2025, we would choose to
9 withdraw as counsel.

10 6. Plaintiff has failed to provide our firm with appropriate information to substantiate her
11 claim and fulfill her discovery obligations.

- 12 a. On June 1, 2025, Uber's counsel informed our firm of an inconsistency between
13 Uber's records and Plaintiff's discovery submissions.

14 7. On October 3, 2025, we sent Uber advance notice of our intent to withdraw from
15 Plaintiff's representation.

16 8. To date, Plaintiff has not agreed to voluntarily dismiss her claims and has not informed
17 our firm that alternative counsel has been retained.

18 9. Our withdrawal from this case will not impact the timing or schedule of this litigation,
19 and we have taken all reasonable steps possible to avoid prejudice to Plaintiff by
20 informing her of her options and the consequences of failing to comply with case
21 deadlines.

22 10. I understand that pursuant to Local Rule 11-5(b), leave to withdraw may be conditioned
23 on our firm continuing to accept papers to forward to the client. We are able to accept
24 this responsibility.

25 Executed this 10th day of October, 2025 in San Francisco, California.

26 */s/ Rachel B. Abrams*
27 Rachel B. Abrams
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1 *Counsel for Plaintiff*
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